

JESSE GUILD.

JANUARY 10, 1832.

Mr. HUBBARD, from the Committee on Revolutionary Pensions, made the following

REPORT:

The Committee on Revolutionary Pensions, to whom was referred the petition of Jesse Guild, report:

That it very satisfactorily appears, from the papers in this case, that the petitioner did serve in the army of the revolution, as required by the act of 18th March, 1818; and that he has been placed on the pension list by the War Department, in pursuance of the provisions of that act. It further appears that his name was stricken from the roll, under the act of Congress, of May, 1820.

From the evidence now presented, the committee are fully satisfied that the applicant is in reduced circumstances; that he stands in need of aid from his country for support.

Since the name of the applicant was struck from the roll, he has applied to the department to be restored.

An extract from the letter of Mr. Edwards, under date of January 12, 1831, shows the reason why the application was not attended with success. It is as follows:

"It appears that Calvin Guild, to whom he (meaning this petitioner) sold property to the amount of \$500, had an account against Mr. Jesse Guild for labor performed. In all such cases, it must be clearly shewn, that, previous to the performance of the labor, there was a *written contract* between the parties. As such evidence has not been produced, the name of Jesse Guild cannot be restored to the pension list."

There can be no doubt, from the evidence in this case, of the fairness of the transaction alluded to; and the committee are not aware of any principle of law, or of justice, which would prevent the enforcement of any such contracts, entered into between father and son, although it may not have been reduced to writing. It is well known that such parol contracts are of every day's occurrence; and, in the region of country where these parties reside, they are regarded equally obligatory to contracts in writing.

As the committee entertain different views from those expressed in relation to the legal effect of parol contracts entered into between father and son; and, as they are well satisfied that the contract, in question, was made in good faith, they have concluded that the applicant is entitled to be restored to the list. They therefore report a bill.

JAMES GUILD

JANUARY 10, 1832

Mr. HARRIS, from the Committee on Revolutionary Pensions, made the following

REPORT

The Committee on Revolutionary Pensions, to whom was referred the petition of James Guild, report:

That it very satisfactorily appears from the papers in this case, that the petitioner did serve in the army of the revolution, as required by the act of 1818; and that he has been placed on the pension list by the War Department, in pursuance of the provisions of that act. It further appears that his name was stricken from the roll under the act of Congress of May, 1820.

From the evidence now presented, the committee are fully satisfied that the applicant is in reduced circumstances; that he stands in need of aid from his country for support.

Since the name of the applicant was struck from the roll, he has applied to the department to be restored.

An extract from the report of Mr. Edwards, under date of January 12, 1831, shows the reason why the application was not attended with success. It is as follows:

"It appears that Caleb Guild, to whom he (presuming that petitioner) sold property to the amount of \$2000, had an account against Mr. James Guild for labor performed. In all such cases it must be clearly shown, that the rights to the performance of the labor, there was written contract between the parties. As such evidence has not been produced, the name of James Guild cannot be restored to the pension list."

There can be no doubt from the evidence in this case, of the fairness of the transaction alluded to; and the committee are not aware of any principle of law, or of justice, which would prevent the enforcement of any such contract, entered into between father and son, although it may not have been reduced to writing. It is well known that such oral contracts are of every day's occurrence; and, in the opinion of every man who has been conversant with the rights equally obligatory to contract in writing.

As the committee entertain different views from those expressed in relation to the legal effect of such contracts entered into between father and son; and as they are well satisfied that the contract, in question, was made in good faith, they have concluded that the applicant is entitled to be restored to the list. They therefore report a bill.